DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY

Doctors Medical Center Management Authority, JPA Board Wednesday, August 26, 2009 – 3:00 pm Doctors Medical Center - Auditorium 2000 Vale Road, San Pablo, CA 94806 Governing Board
Supervisor John Gioia, Chair
Sharon Drager, M.D.
Pat Godley
Supervisor Gayle B. Uilkema
Bill Walker, M.D.
Beverly Wallace
Eric Zell

AGENDA

- 1. Call to Order and Roll Call
- 2. Approve Minutes of Board Meeting of July 22, 2009
- 3. Public Comment

[At this time persons in the audience may speak on any items not on the Agenda which are within the jurisdiction of the Doctors Medical Center Management Authority.]

- 4. DMC Outpatient Center Project/Presentation:
 - Approval of letter of intent to lease San Pablo Town Center
 - Approval of letter of intent for sub-lease of San Pablo Town Center
 - Approval of architectural contract to finalize space planning and construction costs of San Pablo Town Center
- 5. Presentation and Acceptance of the July 2009 Financial Statements
- 6. Approval of Resolution 2009-03 for the Authorization of New Signatories for Citibank and Mechanics Bank
- 7. Approval of Capital Expenditure: Anesthesia Machine
- 8. CEO Report
- 9. Adjournment

TAB 2 JULY 22, 2009 MEETING MINUTES

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY

Doctors Medical Center Management Authority Governing Board Meeting July 22, 2009 – 3:00 pm Doctors Medical Center - Auditorium 2000 Vale Road, San Pablo, CA 94806

Governing Board
Supervisor John Gioia, Chair
Sharon Drager, M.D.
Pat Godley
Supervisor Gayle B. Uilkema
Bill Walker, M.D.
Beverly Wallace
Eric Zell

Minutes

1. Call to Order and Roll Call – 3:05 p.m.

Voting Members:

Supervisor John Gioia, Chair

Supervisor Gayle B. Uilkema

Sharon Drager, M.D.

Pat Godley

William Walker, M.D.

Absent:

Eric Zell, Vice Chair Beverly Wallace

2. Approval Minutes of Board Meeting of June 24, 2009

The motion made by Supervisor Gioia and seconded by Dr. Drager to approve the minutes of the June 24, 2009 Board meeting was passed unanimously.

3. Public Comment

There were no public comments.

4. Presentation and Acceptance of the June 2009 Financial Statements by James Boatman

James Boatman reported June 2009 net income was a gain of \$290,000, the average length of stay decreased to 4.70 days, the average daily census was 84.4, and FTEs per adjusted occupied bed are 7.9% higher than budgeted. He reported that cash balance is \$19.9 million and there are 54 days of cash on hand.

The motion made by Supervisor Uilkema and seconded by Mr. Godley to approve the financial statements for the month of June 2009 was passed unanimously.

In response to Supervisor Gioia's query regarding inter-governmental transfers, Mr. Boatman indicated that Doctors Medical Center has not encountered any problems so far. The next transfer is scheduled on August 10, 2009.

5. Executive Search Update

Supervisor John Gioia introduced Richard Reid as the finalist candidate for Doctors Medical Center's new Chief Financial Officer. The JPA screening group Pat Godley, Eric Zell & Supervisor John Gioia recommended Mr. Reid for appointment by JPA.

The motion made by Supervisor Gioia and seconded by Dr. Drager to appoint Richard Reid as Chief Financial Officer for DMC was approved unanimously.

Mr. Stewart and the Board took this time to thank Jim Boatman for a job well done during his term as the Interim Chief Operations Officer.

6. Approval of Outside Services Contract

a. Security Vendor Contract

David Ziolkowski, COO, sought approval to execute on behalf of Doctors Medical Center (DMC), a service agreement with Healthcare Security Services of CA, Inc.-HSS to manage and staff DMC's Security Program. The yearly cost is \$438,000, a \$10-\$30,000 savings over the existing contract.

The motion made by Dr. Walker and seconded by Dr. Drager to approve and authorize David Ziolkowski to execute on behalf of Doctors Medical Center, a service agreement with Healthcare Security Services of CA, Inc.-HSS to manage and staff DMC's Security Program passed unanimously.

7. CEO Report – Joseph Stewart, President/CEO

- Mr. Stewart reported that a series of workshops would be held for managers and executive team members regarding Harassment in the Workplace.
- DMC's Disaster Planning is now established and headed by Patrick Evangelista, R.N., ER Manager and William Appling, Director of Plant Operations.
- Resurfacing and re-striping of the parking lot adjacent to the Cancer Center will result in additional parking spaces. The plan has been submitted to the City for their review and approval.
- Nursing 'boot camps' continue to in-service nursing staff in updated or new equipment, wound care, infection control, pharmacy, etc.
- Mr. Stewart reported the relocation of Outpatient Surgery adjacent to an area that is
 currently being used by Materials Management. The plan will be sent to the State for
 approval next week. Mr. Stewart hopes to have the new Outpatient Surgery location
 operational by the end of the fall.

- Mr. Stewart met with the City of San Pablo's Redevelopment staff to explore the possibility of getting redevelopment funds for outpatient programs at DMC.
- Mr. Stewart reported an emergency replacement of Cardiac Catheterization X-ray equipment in the amount of \$69,000. The funding for this equipment came out of the Capital Budget.

8. Adjourn to Closed Session

The meeting went into closed session at 3:45 p.m. There were no reportable actions taken in closed session.

10. Adjournment

There being no further business to discuss, meeting adjourned at 4:25 p.m.

TAB 4 DMC OUTPATIENT CENTER/PROJECT PRESENTATION



Next Phase of our Outpatient Strategy DMC Outpatient Center

DMC Management Center Management Authority, JPA Board Wednesday, August 26, 2009

Rationale



- Improve DMC profitability through outpatient business growth
- Enhance DMC image & community visibility
- Decompress hospital congestion with facilities and parking

Current Situation

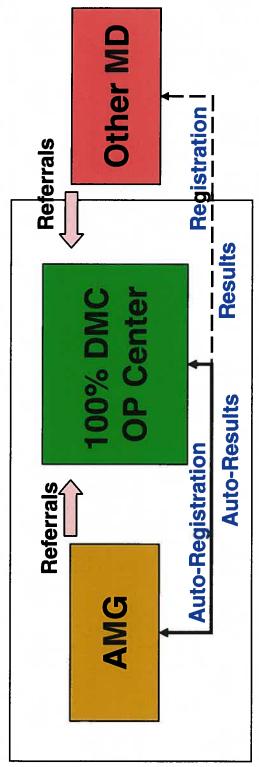


Medical Group (Alliance Medical Group) urgent care services in a new outpatient (Lytton) to jointly provide outpatient and and a large local San Pablo employer DMC has been approached by the local center proximate to DMC.

Delivery Model



San Pablo Towne Center OP Center



- Simplest implementation
- No new entity, same organizations
- Same contracts & billing procedures
- Positive DMC margin

- MC alignment
- Union
- 100% DMC capitalized
 - Shared Space
 - IT integration

Proposed Services

(7:00 am - 7:00 pm / Saturday am)

DMC

- Lab Draw Station
- X-ray
- **Ultrasound**
- Physical Therapy
- Cardiac Rehab
- Occupational Therapy MD/PA staffed
- Echocardiography

medicine services

occupational

Specialist office

- EKG G
- Pre-Op Testing*

Bone Densitometry

Wellness services**



Alliance Medical

Check-in

- Registration
- Waiting area

physician offices

Primary care

Group

MD/PA staffed

Jrgent Care

availability

Data interface for entry & results single point of reporting

Shared

Floor Plan of Services





Recommendations



- Sign Letter-of-Intent to lease San Pablo Town Center space
- Sign Letter-of-Intent to sub-lease San Pablo Town Center space to Alliance Medical Group
- Sign contract with Architect to finalize space plans and construction costs

APPROVAL OF LETTER OF INTENT TO LEASE SAN PABLO TOWN CENTER

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY AGENDA ITEM REQUEST / RECOMMENDATION DOCUMENTATION FORM

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY

TO:

Requestor

FROM:	David Ziolkowski, COO	
DATE:	August 26, 2009	
SUBJECT:	Letter of Intent to Lease S	pace at San Pablo Town Center
		rove and authorize the Chief Operating Officer, or designee, to ease 11,500 sq. ft. of space to provide outpatient services.
	ACT: Letter of Intent Only ded through the 2010 Operating b	oudget.
Group, Inc) and new Outpatient business, allevia will be co-locate	a large local San Pablo employer Center proximate to DMC. Build ate parking and space constraints, ed with Alliance Medical Group, diagnostic tests. The Outpatient	ached by a local primary care physician group (Alliance Medical r (Lytton) to jointly provide outpatient and urgent care services in a ding an Outpatient Center will allow DMC to grow it's outpatient and provide new services in a cost effective manner. The center Inc. to provide other urgent care, occupation health, and a full array Center will increase DMC's profitability an offer a great service to
requests approv	al to sign a Letter of Intent to leas	N. BACKGROUND AND JUSTIFICATION: Management se 11,500 sq. ft. from the Stanley Group at 100 San Pablo Town the Outpatient Center will be presented at the October JPA meeting 60 days to finalize the project.
	of the Letter of Intent include:	
Sq. Ft.	11,500	
Term	5 years (3 renewable to	
Price	\$1.75 sq. ft. per month	l
Increase	2% per year	
CAM	\$0.50	
Execution Date	October 28, 2009	
Presentation Att	achments: Yes X_	No
Requesting Sign	nature:	Date: 8/20/09
SIGNATURE(S):	
Action of Board Vote of Board N	on / / Approved as a fembers:	
I I	ove (About	I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN
	ous (Absent)	ACTION TAKEN AND ENTERED ON
Ayes:	Noes:	THE MINUTES OF THE BOARD ON THE
Absent:	Abstain:	DATE SHOWN.
Contact Person:	Richard Reid	Attested
Con		Eric Zell, Management Authority Board Secretary
Cc:	lo	
Accounts Payab Contractor		
CFO/Controller		
,,		

August 18, 2009

Mr. Rudy Wilson Security Pacific Real Estate Brokerage 3223 Blume Dr. Richmond CA, 94806

RE: Letter of Intent

San Pablo Towne Centre San Pablo, California

Dear Rudy:

Thank you for your leasing interest in San Pablo Towne Center. I am pleased to present the following counter-proposal which outlines the terms and conditions under which the Landlord would be prepared to lease space in San Pablo Towne Center.

LANDLORD: San Pablo Retail Partners, LLC

TENANT: To be determined

TRADE NAME: The Medical Center

PREMISES: ±11,000 square feet, subject to expansion by Tenant

100 San Pablo Towne Center

San Pablo, California

USE: Medical Care

LEASE TERM: Primary lease term shall be five (5) years with three (3)

additional five-(5) year options.

MINIMUM RENT: Years Rent/SF (Monthly)

– 5 \$1.75 NNN

Mr. Rudy Wilson Security Pacific Real Estate Brokerage August 18, 2009 Page 2

OPTION RENT:

Market Rate

RENTAL INCREASE:

The annual rental rate shall be increased every year by

two (2%) percent.

DELIVERY DATE:

November 1, 2009

RENT COMMENCEMENT:

One Hundred Eighty (180) days free rent. Rental payments to begin on May 1, 2010. Tenant to pay its share of triple

net (NNN) charges during the free rent period.

TRIPLE NET CHARGES:

Triple Net Charges (NNN) are estimated at \$0.97 per square foot, per month. Landlord agrees to reduce NNN charges to a discounted rate of \$.50 SF for the first year of the lease term. Beginning in year two (2) of the lease term said NNN expenses shall be increased to actual costs which are estimated to be \$.75 SF based upon the principal payoff of the then outstanding bond against the property for street and signal light assessment. Said bond payoff is estimated to reduce the NNN expenses to Tenant by approximately \$.20-.25 SF.

EXPANSION OF PREMISES:

Tenant shall have until October 15, 2009 in which to determine the exact square footage Tenant desires to

lease from Landlord.

EXECUTION OF LEASE:

Landlord shall deliver a formal lease document to Tenant within three (3) days of execution of this Letter of intent. The parties agree to use their best effort to complete the lease review, conclude legal negotiations for the lease and have the lease ready for final execution within forty five (45) days of execution of this Letter of Intent subject to final board approval which shall occur on or before October 28,

2009.

SECURITY DEPOSIT:

The amount equal to the first month's rent shall be paid to

Landlord by Tenant upon execution of Lease.

Mr. Rudy Wilson Security Pacific Real Estate Brokerage August 18, 2009 Page 3

Ву:

Its:

Date:

PREPAID RENT:	The amount equal to the first month's rent in advance shall be paid to Landlord by Tenant upon execution of Lease and credited towards first month's rent.
CONDITION OF PREMISES:	Landlord will deliver the Premises in broom clean and otherwise "AS-IS" condition.
BROKERS:	Landlord and Tenant hereby represent that they have not engaged any real estate broker other than Security Pacific Real Estate Brokerage and no commissions or finders fees are due to any other parties except Security Pacific whose fees in regard to the transaction shall be paid by Tenant.
between the parties until the lease party may claim any legal rights aga	ding upon the parties. A binding agreement shall not exist has been executed and delivered by both parties. Neither ainst the other by reason of actions taken in reliance upon cluding, without limitation, any partial performance of the
If the above-outlined proposal is accespaces provided below and return to	ceptable, please so indicate by executing and dating in the our offices.
Sincerely, THE STANLEY GROUP, INC.	
Russel W. Stanley President russ@stanprop.com	
Agreed & Accepted TENANT: THE MEDICAL CENTER	

APPROVAL OF LETTER OF INTENT FOR SUBLEASE OF SAN PABLO TOWN CENTER

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY AGENDA ITEM REQUEST / RECOMMENDATION DOCUMENTATION FORM

10:	DUCTURS MEDICAL CEN	TER MANAGEMENT AUTHORITY
FROM:	David Ziolkowski, COO	
DATE:	August 26, 2009	
SUBJECT:	Letter of Intent to Sublease Sp Group Inc.	pace at San Pablo Town Center to Alliance Medical
REQUEST / RI execute on behalinc	ECOMMENDATION(S): Approve If of DMC, a Letter of Intent to suble	and authorize the Chief Operating Officer, or designee, to ease 3,500 sq. ft. of medical space to Alliance Medical Group,
	CT: Letter of Intent Only led through the 2010 Operating budg	get.
Group, Inc) and new Outpatient (business, alleviate will be co-locate of ancillary and of the community.	a large local San Pablo employer (Ly Center proximate to DMC. Building te parking and space constraints, and d with Alliance Medical Group, Inc. diagnostic tests. The Outpatient Cen	by a local primary care physician group (Alliance Medical atton) to jointly provide outpatient and urgent care services in a an Outpatient Center will allow DMC to grow it's outpatient provide new services in a cost effective manner. The center to provide other urgent care, occupation health, and a full array ter will increase DMC's profitability an offer a great service to
requests approva	l to sign a Letter of Intent to sublease	ACKGROUND AND JUSTIFICATION: Management e 3,500 sq. ft. at 100 San Pablo Town Center. A formal Inc. will be presented at the October JPA meeting.
The key terms of Sq. Ft. Term Price Increase CAM Execution Date	of the Letter of Intent include: 3,500 5 years (3 renewable terms \$1.75 sq. ft. per month 2% per year \$0.25 October 28, 2009	s)
Presentation Atta	achments: Yes X_	No Date: 8/20/09
SIGNATURE(S)	:	
Action of Board Vote of Board M	on / / Approved as Reco	
	ous (Absent) Joes: Abstain:	I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD ON THE DATE SHOWN.
Contact Person:	Richard Reid	Attested Eric Zell, Management Authority Board Secretary
Cc: Accounts Payable Contractor CFO/Controller	e	

Requestor

Richard Sankary, M.D. Alliance Medical Group, Inc. 2160 Appian Way Suite 200 Pinole, CA 94564

RE: 100 San Pablo Ave., San Pablo Towne Center, San Pablo, CA

This will serve as Letter of Intent between Doctors Medical Center (Sublessor) and Alliance Medical Group, Inc. (Sublessee) to lease 100 San Pablo Ave., under the following basic terms and conditions:

- 1. Sublessee wishes to lease 3,500 sq. ft. or more of the 11,500 sq. ft. available. This footage may change depending on architectural space planning if available.
- 2. Sublessee may have the option to sub lease up to an additional 3,000 sq. ft., if leased by Landlord.
- 3. Lease term to be 5 years from the effective date of lease with 3, 5-year options to renew.
- 4. Base Rent to be at \$1.75 per sq. ft. CAM cost at .25 cents per sq. ft. Rent shall increase by rate of 2% per year. A security deposit will be provided based on fair market value.
- 5. Sublessee shall be responsible for ground liability insurance up to \$5,000 annually and shall name landlord as co-insured.
- 6. This is subject to authorization & approval of Doctors Medical Center, JPA and WCCHD Board of Directors.
- 7. Final lease shall be finalized within 60 days of Letter of Intent.
- 8. Sublessee will comply with master lease between Sublessor and The Stanley Group to the extent Sublessee's space is covered.

These are basic terms and conditions and should they be agreeable please sign this letter of intent and return to us and prepare a formal lease agreement to be signed by all parties. This is subject to Sublessor's successful negotiations and execution of a lease with The Stanley Group concerning the premises.

Should you have any questions, please contact David Ziolkowski, Chief Operating Officer at 510.970.5139.

Sincerely,

Doctors Medical Center	Alliance Medical Group, Inc.
	*
David Ziolkowski, Chief Operating Officer	



August 18, 2009

David Ziolkowski Chief Operating Officer Doctors Medical Center 2000 Vale Road San Pablo, CA 94806

Mr. Ziolkowski:

In response of your request for comparative properties in which to price the sub-lease of medical office specs, I have conducted extensive research. I found comparable MOB space in San Pablo, but also identified comparable space ranging from Richmond to Pinole. With my research, I believe a reasonable range for which to price your MOB sub-lease to physicians would be from \$1.25 sq. ft. per month to \$2.05 sq. ft. per month. If you have further questions, then please do not hesitate to contact me.

Sincerely,

Rudy Wilson, Broker Associate

APPROVAL OF ARCHITECTURAL CONTRACT TO FINALIZE SPACE PLANNING AND CONSTRUCTION COSTS OF SAN PABLO TOWN CENTER

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY AGENDA ITEM REQUEST / RECOMMENDATION DOCUMENTATION FORM

TO:	DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY
FROM:	David Ziolkowski, COO
DATE:	August 26, 2009
SUBJECT:	Space Planning & Costing of San Pablo Outpatient Center
REQUEST / RE execute on behal the San Pablo Ou	ECOMMENDATION(S): Approve and authorize the Chief Operating Officer, or designee, to f of DMC, a contract with BFHL Architects to finalize the space planning and construction costs for atpatient Center.
FISCAL IMPA	CT: \$37,500 led through the 2009 Capital budget.
Group, Inc) and a new Outpatient C business, alleviat will be co-located	MPACT: DMC has been approached by a local primary care physician group (Alliance Medical a large local San Pablo employer (Lytton) to jointly provide outpatient and urgent care services in a Center proximate to DMC. Building an Outpatient Center will allow DMC to grow its outpatient e parking and space constraints, and provide new services in a cost effective manner. The center d with Alliance Medical Group, Inc. to provide other urgent care, occupation health, and a full array liagnostic tests. The Outpatient Center will increase DMC's profitability an offer a great service to
scope of work, B program requires recommendations electrical, and plu	COMMENDATION REASON, BACKGROUND AND JUSTIFICATION: Included in the FHL Architects will review code and agency requirements, and finalize the space & functional nents. They will also evaluate the existing mechanical and electrical systems, provide workflow son services, prepare schematic design documents, describe regional, structural, mechanical, ambing fixtures, materials and such other elements as appropriate. BFHL Architects will provide ace plans required to upgrade the San Pablo outpatient space. The project will be finalized within
The formal busine	ess plan will be submitted for approval at the JPA meeting on October 28, 2009.
Presentation Attac	ture:
SIGNATURE(S):	
Action of Board of Vote of Board Me	
Ayes: N	I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD ON THE DATE SHOWN.

Eric Zell, Management Authority Board Secretary

Cc: Accounts Payable Contractor CFO/Controller Requestor

Contact Person: Richard Reid



Authorization 05.00

Attn:

David Ziolkowski, COO **Doctors Medical Center**

2000 Vale Road San Pablo, CA 94806

Date: Project: August 5, 2009

Rehab & Urgent Care -Schematic Design

DMC.05 Project No.

On this the 5th of August, 2009, Doctors Medical Center, hereinafter referred to as the "Client", and Brewer Fraser Holland Lotito, Inc., a California corporation, hereinafter referred to as the "Architect", agree as follows:

PROJECT DESCRIPTION 1.0

The project consists of a Tenant Improvement of approximately 18,000 SF in a Type V Sprinklered single-story space at San Pablo Town Center to provide approximately 12,000 SF of Rehab and Urgent Care and 6,000 SF of cold shell for future expansion. The DMC imaging and rehab components will be licensed under the Hospital and are required to conform to OSHPD 3 requirements. The Alliance Medical Group doctors offices and Urgent Care are not required to conform to OSHPD 3. Building permit will be obtained through the City of San Pablo.

SCOPE OF WORK 2.0

Schematic Design Phase:

Review code and agency requirements. Review Client provided material consisting of record drawings in CAD including structural drawings and soils report, proposed imaging and other equipment, and electrical load tests. Review and finalize the space & functional program. Evaluate the existing Mechanical and Electrical systems and provide recommendations for upgrades / new services. Evaluation of site utilities is not included. Prepare Schematic Design Documents for Client Review and Approval to fix and describe the size and character of the project as to the existing architectural, structural, mechanical, electrical and plumbing fixtures, materials and such other elements as may be appropriate. Structural, Mechanical, and Electrical documents will be narratives based upon parametric requirements. One (1) Project Kick-off meeting, one (1) site visit, and Two (2) User Meetings are included. One (1) meeting with the City of San Pablo is included. City Entitlements are not included.

Design Development Phase:

Not included.

Construction Documents Phase:

Not included.

Permit:

Not included.

Construction Administration Phase:

Not included.

SERVICES 3.0

The services include architectural, structural, mechanical, and electrical engineering, and cost estimating services only. Load testing of existing electrical panels and hazardous material reports are not included and will be provided by the Client if required. Interior design, radiation physicists, and fire sprinkler design are not included.

COMPENSATION 4.0

Services will be performed on a lump sum basis as follows:



Phase		%of Fee	Au	Base thorization	Tota	al Contract
Schematic Design		100%	\$	31,340	\$	31,340
	TOTAL	100%	\$	31,340	\$	31,340

Discipline	Firm	Au	Base thorization	Tal	tal Contract
Architectural	BFHL	\$	19,370	\$	19,370
Structural	Michael Ross	\$	3,380	\$	3,380
Mechanical	A000	\$	2,890	\$	2,890
Electrical	Cupertino	\$	3,700	\$	3,700
Cost Estimate	BNB	\$	2,000	\$	2,000
	TOTAL	\$	31,340	\$	31,340

An initial retainer of \$2,500 shall be made prior to the start of work. The retainer will be applied against the final invoice for services rendered.

4.1 Reimbursable Expenses: The Architect shall invoice monthly for any expenses incurred as a result of the performance for services for any project, including, but not limited to printing costs, copying costs, shipping, delivery and special postal service special production supplies, color boards, long distance telephone, facsimile and project related travel. The Architect shall be reimbursed for these expenses plus an additional ten percent (10%) for administrative fees.

4.2 CHANGE IN SERVICES

Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 4.3. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in the compensation identified in Section 4.0, and to any Reimbursable Expenses described in Section 4.1.

- 4.3 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:
 - 1. Change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of
 - 2. Enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
 - 3. Decisions of the Owner not rendered in a timely manner;
 - 4. Significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
 - 5. Failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - 6. Preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
 - 7. Change in the information contained in Sections 1.0 or 2.0.

Authorization 05.00

SCHEDULE 5.0

Work will be scheduled upon receipt of signed copy of this authorization.

- **DISPUTE RESOLUTION** 6.0
- Negotiation: The parties will attempt in good faith to resolve any controversy or Claim arising out of 6.1 or relating to this Agreement by negotiation.
- Mediation: Parties to this agreement agree to enter into good faith mediation under the auspices and rules of the American 6.2 Arbitration Association for all claims, disputes, or other matters in question between the parties to this agreement, arising out of or relating to this agreement or breach thereof, prior to seeking any other remedy available to the parties. A request for mediation shall be made within a reasonable time after the claim, dispute or other matters in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matters in question would be barred by the applicable status of limitations.
- Arbitration or Litigation: Disputes arising from this Agreement between Architect and Client, which cannot be settled through 6.3 negotiation or mediation, shall be subject to arbitration or litigation.
- 7.0 **PAYMENTS TO THE ARCHITECT**

Work will be scheduled upon receipt of signed copy of this authorization.

- Payments for all services rendered and reimbursable expenses shall be made monthly based upon work completed and 7.1 expenses incurred.
- Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days 7.2 after the invoice date shall bear interest at the rate of twelve percent (12%) per annum.
- It is agreed that non-payment by Client of any amounts due under the Agreement within thirty (30) calendar days of the 7.3 date of invoice shall constitute a material breach of contract. Under such circumstances, the Architect may, upon seven (7) days written notice, stop all work required of the Architect and his consultants under this Agreement and further shall have the right to retain possession of all documents until full payment of all amounts due for services performed has been received. In the event of a suspension of services the Architect shall not be held liable for any delay, damages or other costs, which may accrue as a result of such stopping of work or as a result of withholding of documents.
- TERMINATION OF AGREEMENT 8.0
- This Agreement may be terminated by either party, with or without cause, upon not less than seven (7) calendar days' 8.1 written notice.
- In the event of termination, Client shall pay all amounts due hereunder with respect to services performed and reimbursable 8.2 expenses incurred prior to the date of termination. Such termination shall not give rise to any cause of action or claim against the Client for any damages of any nature whatsoever, or for extra compensation or loss of anticipated profits incurred by the Architect as a result of such termination.
- **GENERAL CONDITIONS** 9.0
- This Agreement shall be governed by the law of the principal place of business of the Architect. 9.1
- This Agreement represents the entire and integrated agreement between the Client and Architect, superseding all prior 9.2 negotiations, representations or agreements, and may be amended only by written instrument signed by both Client and Architect.



Authorization 05.00

- 9.3 Standard of Care: The Architect represents to the Client that the Architect's services shall be performed in accordance with those usual and customary standards of professional care, skill, and diligence which are at the item of performance of services under this agreement commonly followed by architects performing the same or similar services in the locale in which the Architect's office is located. This representation shall not apply in connection with, and the Architect shall have no responsibility for, any consequences resulting from (1) the Client's failure to perform a responsibility under this Agreement or (2) any of the following circumstances:
- 9.4.1 Any modifications to or use of any drawings, specifications, or other documents furnished by the Architect, which modification or use is not contemplated by this Agreement or approved in writing by the Architect.
- 9.4.2 The Architect's liability or failure to complete the services contemplated by this Agreement as a result of termination of this Agreement prior to completion of the Project.
- 9.5 Ownership of Drawings
- 9.5.1 Drawings, specifications, and document as instruments of service are and shall remain the properly of the Architect whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings, Specifications, and Documents for information and reference in connection with the Client's use and/or occupancy of the Project. The Drawings, Specifications, and documents shall not be used by the client on other projects, for additions to the project, or for completion of the Project by others provided the Architect is not in default under this Agreement, except by Agreement in writing and with appropriate compensation to the Architect.
- 9.5.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's rights.
- 9.6.1 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

10.0 LIMITATION OF LIABILITY

- Limitation of Liability: To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Architect and the Architect's officers, directors, partners, employees and sub consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Architect under this agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 8.0.



Authorization 05.00

This Agreement is entered into as of the day and year below.

ARCHITECT:	CLIENT:								
Brewer Fraser Holland Lotito, Inc.	Doctors Medical Center								
By: Ralph Lotito C11191	By: David Ziolkowski, COO								
Date: August 5, 2009	Date:								

TAB 5 FINANCIAL STATETMENTS FOR JULY 2009



July 2009 Executive Report

Doctors Medical Center had a Net income of \$10,000 in the month of July. As a result, net income was below budget by \$271,000 due to lower net patient service revenue and higher salaries, professional fees, supplies and utilities partially offset by purchased services.

Net Income was \$271,000 under budget. The following are the factors leading to the Net Income variance:

Net Income Factors	Over / (Under)
Net Patient Revenue	
Billing Project	\$636,000
Outpatient Volume Variance	\$230,000
Inpatient Volume Variance	(\$761,000)
Rate Variance	\$363,000
Expenses	
Salaries	(\$415,000)
Professional Fees	(\$334,000)
Utilities	(\$122,000)
Rental Costs	(\$33,000)
Supplies	(\$92,000)
Purchased Services	\$114,000

Salaries exceeded budget by \$415,000 partially due to the outpatient growth of 13.9%. The departments reduced staffing in the month for the decrease in inpatient volume, but not as quickly as volume dropped. Worked FTE's were over budget by 25 or 4.7%. On an adjusted discharge basis the worked FTE's were over budget by 6.6%

Professional fees exceeded budget by \$334,000. The variance consists of 6 unbudgeted interim staff at a cost of \$109,000; legal fees exceeded budget by \$88,000; and Emergency professional fees of \$76,000.

Utilities was over budget by \$122,000. We received a retroactive bill in excess of \$100,000 fro PG&E for January through March electrical services that were billed at the incorrect rate.

Rental fees were over budget due to the rental of an anesthesia machines for use in the operating room and higher miscellaneous equipment rental.

Supplies were over budget by \$92,000 in the month of July. The month of July includes corrections to previous months as the McKesson upgrade caused posting issues that were resolved in July. Year to date supplies are under budget.

Purchased services were under budget by \$114,000. The variance is due to repairs and maintenance being under budget.

WEST CONTRA COSTA HEALTHCARE DISTRICT DOCTORS MEDICAL CENTER RAI ANCE SHEET

BALANCE SHEET July 31, 2009(Amounts in \$1,000)

	Current Month		Dec. 31, 2008		Current Month	Dec. 31, 2008
_	ASSETS			28 LIABILITIES		
N	Cash	11,031	7,218	29 Current Maturities of Debt Borrowings	3,608	3,526
က	Net Patient Accounts I	14,504	8,647	30 Accounts Payable and Accrued Expenses	9,981	8,672
4	Other Receivables	4,768	5,125	31 Accrued Payroll and Related Liabilities	7,846	8,110
S	Inventory	1,862	1,886	32 Deferred District Tax Revenue	3,385	3,180
9	Prepaid Expenses and	966	993	33 Estimated Third Party Payor Settlements	3,402	646
7	TOTAL CURRENT AS	33,161	23,869	34 Total Current Liabilities	28,222	24,134
œ	Assets With Limited	5,766	8,566	35 Other Liabilities		
				36 Other Deferred Liabilities	1,054	3.327
6	Property Plant & Equipment			37 Chapter 9 Bankruptcy	5,146	5,148
9	Land	12,090	12,090			
_	Bldg/Leasehold Impro	33,512	33,304	38 Long Term Debt		
2	Capital Leases	10,926	10,926	39 Notes Payable - Secured	26,008	27,858
5	Equipment	31,189	30,651	40 Capital Leases	3,651	4,632
4		2,351	642	41 Less Current Portion LTD	-3,608	-3.526
5	Total Property, Plant 8	890'06	87,613	42 Total Long Term Debt	26,051	28.964
16		-46,234	-44,295			
7	Net Property, Plant &	43,834	43,318	43 Total Liabilities	60,475	61,573
				44 EQUITY		
∞	Intangible Assets	603	627	45 Retained Earnings 46 Year to Date Profit / (Loss) 47 Total Equity	14,807 8,082 22,889	-3,271 18,078 14,807
6	Total Assets	83,364	76,380	48 Total Liabilities & Equity	83,364	76.380
ឧ		1.18	0.99			
2 :-	Net Working Capit?	4,939	(502)			
ı ç		6.53	98.0			
4	_	3.6	5.2			
ſŬ		0.90	99.0			
26	Cash Days	83	19			
27	_	45	25			

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
INCOME STATEMENT
FOR THE PERIOD ENDING JULY 31, 2009
(Amounts in Thousands)

PRIOR YEAR ACTUAL	80,150 635 80,785	35,810 18,088 7,983 12,328 3,728 592 1,883 2,451 80,843	(89)	5,179 315 (970) 4,524	4,468	-0.1% 5.5%	1,849 64.2% 2,881	269,501 129,297 398,798
VAR %	0.9% 7.5% 0.9%	2.5% 1.3% -18.7% 1.7% 8.4% -3.6% 4.7% -13.9%	-12.6%	-2.6% -69.9% -21.3% 5.9%	-3.0%		-4.8%	-3.4% 6.6% -0.4%
TYTD	732 42 774	(932) 216 (899) 203 363 (24) 101 (300)	(908)	145 (137) 246 254	(254)		(63)	(9,888) 8,339 (1,549)
CURRENT YTD BUDGET V	82,797 561 83,358	37,724 16,038 4,799 11,643 4,203 837 2,129 2,183	4,022	5,272 196 (1,155) 4,313	8,335	4.8%	1,923 67.6% 2,838	287,372 126,433 413,806
ACTUAL	63,529 603 84,132	38,656 15,822 5,698 11,440 3,850 661 2,028 2,483 80,618	3,514	5,417 59 (909) 4,567	8,081	4.2% 9.6%	2,006 67.6% 2,969	277,484 134,772 412,256
	OPERATING REVENUE Net Patient Service Revenue Other Revenue Total Operating Revenue	OPERATING EXPENSES Salaries & Wages Employee Benefits Professional Fees Supplies Purchased Services Rentals & Leases Rentals & Amontization Other Operating Expenses Total Operating Expenses	Operating Profit / Loss	NON-OPERATING REVENUES (EXPENSES) District Tax Revenue Investment Income Less: Interest Expense Total Net Non-Operating	Income Profit (Loss)	Profitability Ratios: Operating Margin % Profit Margin %	SWB / Total Operating Expenses Total Operating Expenses / APD	//P Gross Charges O/P Gross Charges Total Gross Charges
PRIOR YEAR ACTUAL	10,810 102 10,912	4,788 2,304 928 1,520 669 88 265 398 10,960	(48)	708 100 (136) 672	624	-0.4%	1,913 64.7% 2,956	34,790 18,578 53,368
VAR %	4.5% 11.1% 4.5%	-8.1% 0.4% -47.6% -5.9% 19.2% -36.3% 15.9% -20.1%	84.6%	0.0% -96.4% 0.0% 2.1%	-96.4%		-7.5% -8.9%	-2.3% 13.9% 2.7%
PERIOD VAR	468 9 477	(415) 9 9 (334) (114 (33) 52 (82) (82)	(284)	(27) 40 13	(271)		(149)	(842) 2,282 1,440
CURRENT PERIOD BUDGET VAR	10,482 81 10,563	5,138 2,188 701 1,551 593 91 327 309	(332)	753 28 (165) 616	281	-3.2% 2.7%	2,002 67.2% 2,978	37,266 16,460 53,726
ACTUAL	10,950 90 11,040	5,553 2,179 1,035 1,643 479 124 275 371 11,669	(619)	753 1 (125) 629	위	-5.6% 0.1%	2,151 66.3% 3,244	38,424 18,742 55,166

WEST CONTRA COSTA HEALTHCARE DISTRICT
DOCTORS MEDICAL CENTER
INCOME STATEMENT
FOR THE PERIOD ENDING JULY 31, 2009
(Amounts in Thousands)

PRIOR YEAR	ACTUAL	41%	14%	15%	10%	% % 0	2%	%9	%9		3,783	3,752	18,966	89.0	5.05	213	5,552	28,065	132 28	739	750	1,489	23,939	20,551	750 45,240	3,063	12.8% 81.4%	263	847	4.27	4.91	2,856	14,210	2,858	1,276	63,654
	VAR %										-0.1%	%0.0	-5.8%	-5.8%	-5.8%		3.2%	-2.9%	-2.9%	-10.1%	-0.1 %	٠ د. د.	1.3%	5.5%	-0.1% 3.2%	8.6%		2.4%	1.8%	5.0%	4.2%	3.9%	2.6%	3.3%	-5.5%	0.0% -5.5%
TYTE	VAR	4	%6	8	* ;	² %	-1%	8	8		<u>4</u>		(1,135)	(5.4)	(0:30)		176	(798)	4	(75)	Ξ	9)	318	1,130	1,447	262		5	12	0.23	0.22	114	378	85	(74)	(77)
CURRENT YTD	BUDGET	45%	14%	15%	රි	88	2%	4%	%9		3,841	3,841	19,414	91.6	5.05	717	5,531	27,955	3	739	750	1,489	23,939	20,551	750 45,240	3,063	79.7% %7.6%	597	629	4.54	5.18	2,962	14,802	2,795	1,349	63,235 1,349
	ACTUAL	38%	17%	16%	% %	\$ 8	%	4%	88		3,837	3,841	18,279	86.2	4.76	212	5,707	27,157	971	964	749	1,413	24,257	21,681	749 46,687	3,325	13.7%	611	692	4.77	5.40	3,076	15,180	2,887	1,423	63,252 1,423
				PPO %										(ADC)	y (LOS)		AD)	(APD)						sits	isits	nits	s ions					APD	ays		AADC	
		Payor MIX (IP and UP) Medicare %	Medi-Cal %	Managed Care HMO / PPO %	Medicare HMO %	Commercial %	Worker's Comp %	Other Government %	Self Pay /Charity %	STATISTICS	Admissions	Discharges	Patient Days	Average Daily Census (ADC)	Average Length of Stay (LOS)		Adjusted Discharges (AD)	Adjusted Patient Days (APD)	Adjusted ADA (AADA	Inpatient Surgeries	Outpatient Surgeries	lotal Surgeries	ED Outpatient Visits	Ancillary Outpatient Visits	Outpatient Surgeries Total Outpatlent Visits	Emergency Room Admits	% of Acute Admissions	Worked FTE	Paid FTE	Worked FTE / AADC	Paid FTE / AADC	Net Patient Revenue / APD	I/P Charges / Patient Days	O/P Charges / Visit	Worked Salary Cost / AADC	Salary Cost / FTE Salary Expense / APD
PRIOR YEAR	ACTUAL	42%	14%	13%	<u> </u>	8	%	%	% 8		521	522	2,417	78.0	3. E	•	801	8,708 120	S	87	116		3,118	3,130	116 6,364	441	14.1% 84.6%	514	622	4.30	5.20	2,916	14,394	2,919	1,291	9,315 1,291
	VAR %										-8.1%	-9.8%	-6.5%	-6.5%	8,0%		-5.2%	-1.6% -1.8%	e 0:-	8.0%	-1.7% % 3.6 % 9.6	6.5.4	9.7%	2.3%	-1.7% 5.6%	-5.0%		4.7%	9.0%	6 .6%	11.0%	6.4%	4.5%	7.6%	-10.0%	-3.2% -10.0%
8																																				
PERIC	VAR	*	84	<u></u> 26	\$ *	8	÷.	, -%	8		(43)	(25)	(165)	(5.3)	7.0	;	(40) (60)	(g) (s)	(4)	7	(Q) 4	,	301	<u>ن</u>	372	(22)		22	22	0:30	0.57	162	999	196	(141)	(312) (141)
ENTPE	BUDGET VAR	42% -4%		15% 1%					8% 0%			•	_	81.9 (5.3)				3,659 (65)	(7)	7 28	116			3,130 73	6,364 372	441 (22)	82.9%		909		5.16 0.57					9,658 (312) 1,404 (141)
CURRENT PER			14%		8 % 6 40	%0	2%	4%			232	235	2,538		3.1	i	797				208 203 5		3,118					532			5.16	2,865		2,586	1,404	



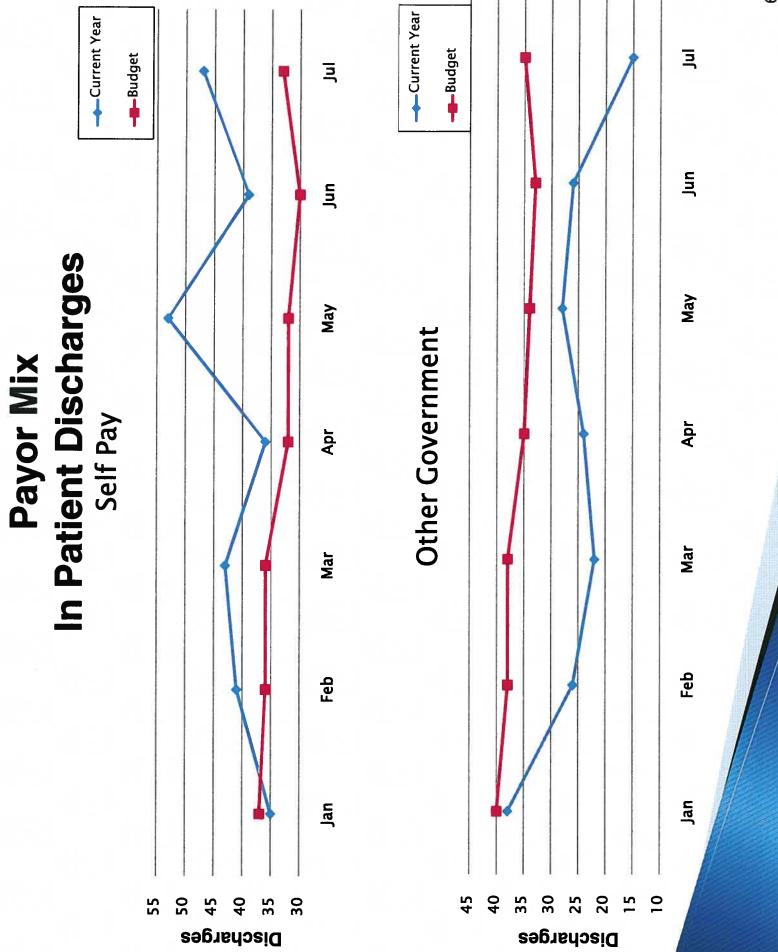
Board Presentation

July 2009 Financial Report

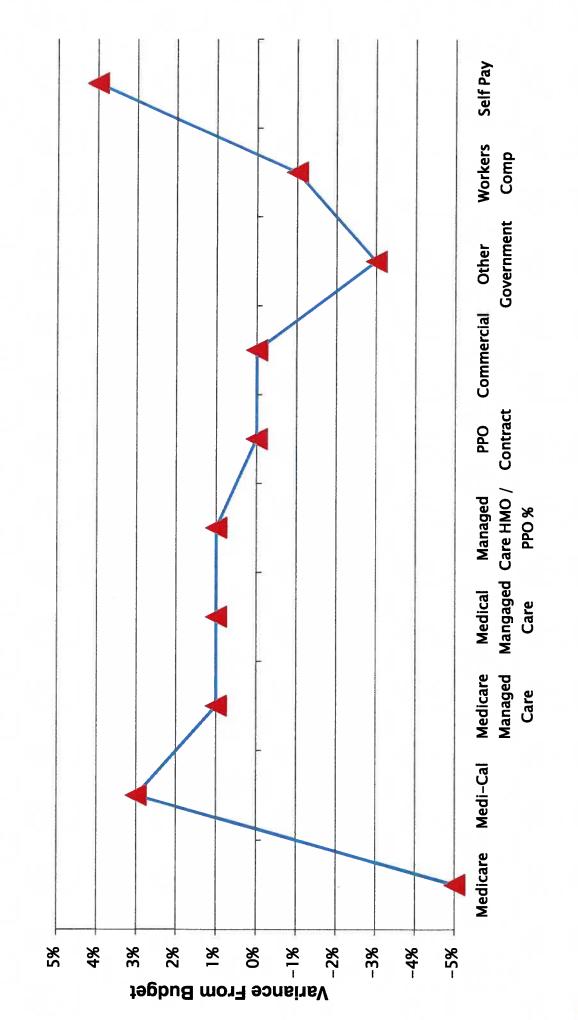
August 26, 2009

Statement of Activity – Summary For the Period Ending July 31, 2009 (Thousands)

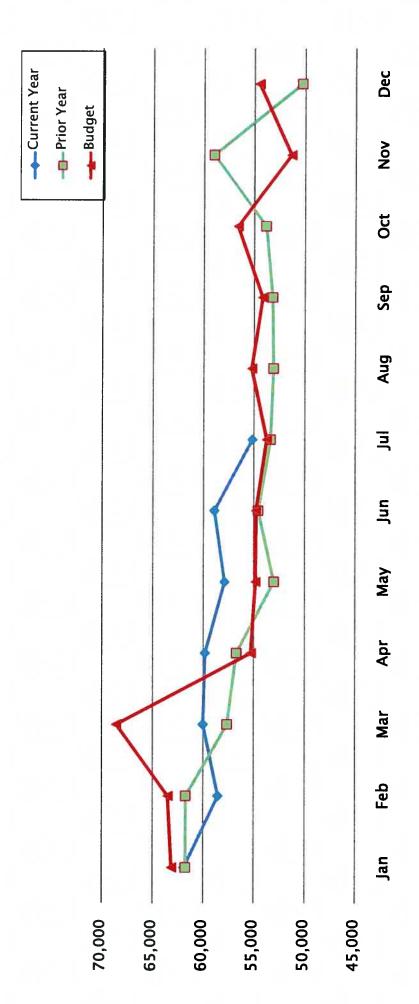
Budget Y.T.D. Variance	83,358 \$774	\$80,618 \$79,336 (\$1,282)	\$4,022 (\$508)	\$4,313 \$254	\$8,335 (\$254)
Actual Y.T.D.	\$84,132 \$83,358	\$80,618	\$3,514	\$4,567	\$8,081
	\$477 Net Operating Revenues	(\$761) Total Operating Expenses	Income/(Loss) From Operations	Income from Other Sources	(\$271) Total Income/(Loss)
	Net Rev	EXT	Inc Op	Inco	Tot
Variance	\$477 Net	(\$761) Tol	(\$284) Inc Op	\$13 Inc	(\$271) Tot
Budget M.T.D. Variance	\$11,040 \$10,563 \$477 Net	\$11,659 \$10,898 (\$761) Tot			\$281 (\$271) Tot



Payor Mix Variance July 2009



Patient Charges July 2009



0

Balance Sheet Summary July 31, 2009 (Amounts in Thousands)

	July 31, 2009	December 31, 2008
Unrestricted Cash	11,031	7,218
Restricted Cash	2,766	8,566
Total Cash	16,797	15,784
Days Unrestricted Cash	29	19

Questions

TAB 6 APPROVAL OF RESOLUTION 2009-03

DOCTORS MEDICAL CENTER West Contra Costa Healthcare District

RESOLUTION #2009-03 AUTHORIZATION OF SIGNATORIES

Whereas, the Doctors Medical Center, West Contra Costa Healthcare District (hereinafter "the WCCHD") has to execute documents and enter into agreements from time to time, during the normal course of business; and

Whereas, it is cumbersome to notice and call a board meeting for the sole purpose of getting the Governing Board to authorize the signing of a document whose intent and purpose may already have been approved,

Now, Therefore, be it resolved that the following persons be and are hereby authorized to execute documents and other instruments necessary for the usual conduct of business including but not limited to opening bank accounts, signing leases, approving loan documents and operating such bank accounts, including signatory authority for checks and wire transfers as authorized by the Governing Board and included in the normal course of their duties, and whose names and signatures are affixed below:

West Contra Costa Healthcare Authority

District Board of Directors

APPROVAL OF CAPITAL EXPENDITURE: ANESTHESIA MACHINE

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY AGENDA ITEM REQUEST / RECOMMENDATION DOCUMENTATION FORM

DOCTORS MEDICAL CENTER MANAGEMENT AUTHORITY

TO:

Requestor

FROM:	David Ziolkowski, COO (From Carla Knight, RN, D	Pirector of Perioperative/Cath Lab and GI Service)
DATE:	August 26, 2009	
SUBJECT:	Anesthesia Machine and Me	onitor Lease
	If of DMC, to lease equipment thro	ove and authorize the Chief Operating Officer, or designee, to ough MedOne Capital, (3) Draeger anesthesia machines and (3)
	<u>CT</u> : \$283,302.56 ded through the 2009 Capital budg	get for which financing has been secured for a monthly payment of
		allow our anesthesiologists to deliver an expected standard level of ability of old, dated machines that the manufacturer can no longer
anesthesia mach day most of whi The new machin	ines are over 25 years old and part ch require anesthesia and the anest	ts are getting difficult to get. DMC performs 10 – 15 surgeries per thesiologist technicians troubleshoot and fix the machines weekly. Instant monitoring of gas and pressure levels. They enhance atted monitoring.
Presentation Att		No Date: 8/120/69
SIGNATURE(S):	
Action of Board Vote of Board M	on / / Approved as R fembers:	Recommended Other
Ayes:	ous (Absent) Noes: Abstain:	I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD ON THE DATE SHOWN.
Contact Person:	Richard Reid	Attested Eric Zell, Management Authority Board Secretary
Cc: Accounts Payab Contractor Acting CFO/Co		

Med One Capital Funding LLC

In behalf of Med One Capital Funding - California, L.P. 10712 South 1300 East Sandy, Utah 84094 (800) 248-5882 ph (800) 468-5528 fax



Proposal And Agreement To Rent Equipment:

Customer: **Doctors Medical Center** Date: 23-Jan-2009 Address: 2000 Vale Road Proposal: D090123DOC San Pablo, CA 94806 Quote ID: QUO-RvanE-0236006 Contact: Carla Knight Vendor: Drager Medical Title: Director of Surgical Services Rep: Erin Ryan Phone: (510) 970-5450 (92) 551-9479 Phone: Email: cknight@dmc-sp.org Email: erin.ryan@draegermed.com

Equipment:

Quantity	Description of Equipment	
3	Apollo Pallas with Accessories	-

Rental Pricing:

\$E 020 00
\$5,930.00
\$1.00
~

Terms & Conditions:

- 1.) The above pricing does not include and Customer shall be responsible for the cost of operating the Equipment, maintenance or repairs not covered by the Vendor's warranty, freight, or taxes pertaining to the use or possession of the Equipment. All such costs and taxes including sales, use, and property taxes are the sole responsibility of the Customer.
- 2.) Customer is responsible for any loss or damage to the Equipment while it is in Customer's possession or control. Customer shall provide adequate insurance coverage to protect the interests of Med One Capital Funding LLC (Med One). The Equipment is and shall remain the sole property of Med One and the Customer shall have no interest in the Equipment except the right to use and maintain possession during the rental term. Customer is responsible for, and shall indemnify, defend and hold Med One harmless from and against all costs, expenses, obligations and liabilities relating to or arising as a result of Customer's use of the Equipment.
- 3.) The Term of this Agreement begins on the due date of the first payment (listed above), provided that if any item of the Equipment is shipped to Customer before the due date of the first payment the Term shall start on the shipment date and shall be extended by the number of days from and including that date of first shipment to the first payment date.

CONTINUED ON PAGE 2

- 4.) Customer agrees that it will pay the Total Monthly Rental Payment reflected above to Med One beginning on the date that all of the Equipment listed above is received by Customer and thereafter each and every month during the term of this Agreement. Prompt payment of rental is not contingent on any factor other than Customer's possession or control of the Equipment. Past due rental is subject to a 5% late fee. Notwithstanding anything to the contrary in Customer's purchase order, Customer may not terminate their duty to pay the rental payments during the entire term reflected above without Med One's prior written consent. If Customer fails to make payments as scheduled or otherwise breaches the terms of this Agreement, Med One shall be entitled to all available legal and equitable remedies including without limitation all remedies provided in the applicable version of the Uniform Commercial Code (UCC). Customer will reimburse Med One for all costs incurred to enforce this Agreement including reimbursement for Med One's reasonable attorney's fees. If Customer defaults under this Agreement including, without limitation, not making timely payment of any payments due hereunder, in addition to all other remedies available to Med One under this Agreement or the applicable version of the UCC, Med One shall also be entitled to demand and receive all accrued and unpaid payments and all accelerated payments remaining under the rental term whether or not this Agreement is terminated. Customer's rights to purchase Equipment will be forfeited if payments are not paid timely as herein agreed.
- 5.) This Agreement is presented subject to review and approval of credit and financial information pertaining to Customer and receipt of Customer's purchase order issued for the term and rental reflected in the pricing section above. Customer's purchase order shall be issued to:

Med One Capital Funding LLC 10712 South 1300 East Sandy, Utah 84094

Customer agrees to promptly sign and return the "Notice Of Equipment Acceptance" form which will be provided by Med One. Customer hereby acknowledges the right of Med One to file UCC-1 Financing Statements with the agencies which it deems appropriate. Customer hereby agrees to promptly execute any additional documents required to complete this transaction within the terms and spirit of this Agreement.

6.) This Agreement must be signed and returned to Med One no later than 30 days from the proposal date, after which time, the pricing commitment will expire.

	
Med One Capital Funding LLC	Date
In behalf of Med One Capital Funding - California, L.P.	
We hereby acknowledge, accept and agree to the terms of this Agreement and have issued our Purchase Order Number;	
	Purchase Order Number
If Customer is tax exempt, an exemption certificate must be furnished to Med One, otherwise use tax will be assessed and added to the "Total Monthly Rental Payment" which is reflected above.	
	Sales Tax Exemption Number (if applicable)
Print Name	Title
Signature	. Date



Fax your Purchase Order to: 1-800-947-3299

Or

Mail your Purchase Order to: Philips Healthcare Order Processing, MS0400 Andover, MA 01810-1099

800-934-7372

QUOTE DATE		QUOTE NUMBER	PAGE
07/17/2009		2300059649	1 / 6
LAST UPDATED	TIME		
07/17/2009	14:03:39		
EXPIRATION DATI	E	INCOTERMS	-
09/16/2009		FOB DESTINATION	l

PAYMENT TERMS

Net 30 Days

Subject to Credit Approval

FORMAL QUOTE

CUSTOMER:

Attention: Carla Knight

Doctors Medical Center

2000 Vale Rd SAN PABLO CA 94806-3808

UNITED STATES

Customer Number: 94039490

SALES REPRESENTATIVE

Shannon Motley

Ph: 415-497-9414

Fax: 916-925-1310 **QUOTE CONTACT**

Ms Claudia Collins

Federal	EIN:	13-3429115

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
	SPECIAL COM MP70s for OR to	IMENTS to be Mounted on Apollos				
10	M8007A 862451	IntelliVue MP70	3	PCE	14,744.45	44,233.35
		A08 8 WAVE CHANNELS	3		6,568.00	19,704.00
		E02 Add Attchd Speedpnt Device	3		639.00	1,917.00
		E10 Two Internal Module Slots	3		291.00	873.00
		H30 OR / ANESTHESIA CONFIG	3		870.00	2,610.00
		F13 FREE J13 MIB/RS232 Serial Interface	3		.00	.00
		Agreement Discount			-27.00 %	-18,721.08
		Net price				50,616.27
		Agreement: MK102A				
20	M8048A 862461	Flexible Module Server	. 3	PCE	1,623.00	4,869.00
		E20 Multi-Measuremnt Server Mt	3		291.00	873.00
		SC2 System Cables 2.0m	3		.00	.00
		Agreement Discount			-27.00 %	-1,550.34
		Net price				4,191.66
		Agreement: MK102A				



6

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
30	M3001A	IntelliVue Multi Measurement Server	3	PCE		
	862442	A01 Integr. PHILIPS FAST-SpO2 C06 IBP/T	3 3		5,290.00 587.00	15,870.00 1,761.00
		Agreement Discount			-27.00 %	-4,760.37
		Net price				12,870.63
		Agreement: MK102A				
40	M1116B 862310	Thermal Array Recorder Module - 2 in.	3	PCE	2,171.00	6,513.00
		Agreement Discount			-27.00 %	-1,758.51
		Net price				4,754.49
		Agreement: MK102A				
50	M1006B 862277	Invasive Blood Pressure Module	3	PCE	1,111.00	3,333.00
		Agreement Discount			-27.00 %	-899.91
		Net price				2,433.09
		Agreement: MK102A				
60	M1668A 989803145061	CBL 5 Lead ECG Trunk, AAMI/IEC 2.7n	n 3	PCE	116.00	348.00
		Agreement Discount			-20.00 %	-69.60
		Net price				278.40
		Agreement: MK102A				
70	M1973A 989803125861	CBL 5 Leadset, Grabber, AAMI, OR	3	PCE	116.00	348.00
		Agreement Discount			-20.00 %	-69.60
		Net price				278.40
		Agreement: MK102A				
80	M1599B 989803104341	SUPPLIES NIBP Interconnect Cable 3.0)m 3	PCE	62.00	186.00
		Agreement Discount			-20.00 %	-37.20
		Net price				148.80



QUOTE DATE 07/17/2009		QUOTE NUMBER 2300059649	PAGE 3 / 6
LAST UPDATED	TIME		
07/17/2009	14:03:39		
EXPIRATION DATE		INCOTERMS	
09/16/2009		FOB DESTINATION	

FORMAL QUOTE

REPRINT

TEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
		Agreement: MK10	2A			
90	M4552B 989803147841	Easy Care Cuff, 1 Hose, Infar	at (1) 3	PCE	26.00	78.00
		Agreement Discount			-20.00 %	-15.60
		Net price				62.40
		Agreement: MK10	2A			
100	M4553B 989803147851	Easy Care Cuff, 1 Hose, Pedi	atric (1) 3	PCE	28.00	84.00
		Agreement Discount			-20.00 %	-16.80
		Net price				67.20
		Agreement: MK10	2A			
	M4554B 989803147861	Easy Care Cuff, 1 Hose, Sma	Il Adult (1) 3	PCE	33.00	99.00
		Agreement Discount			-20.00 %	-19.80
		Net price				79.20
		Agreement: MK10	2A			
	M4555B 989803147871	Easy Care Cuff, 1 Hose, Adul	t (1) 3	PCE	31.00	93.00
		Agreement Discount	×		-20.00 %	-18.60
		Net price				74.40
		Agreement: MK10	2A			
	M4556B 989803147881	Easy Care Cuff, 1 Hose, Adul	t XL (1) 3	PCE	39.00	117.00
		Agreement Discount			-20.00 %	-23.40
		Net price				93.60
		Agreement: MK10	2A			
140	M1196A 989803128631	Reusable Clip Adult SpO2 Se	nsor 3	PCE	120.00	360.00
		Agreement Discount			-20.00 %	-72.00
		Net price				288.00
		Agreement: MK10	2A			



QUOTE DATE		QUOTE NUMBER	PAGE
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LAST UPDATED	TIME		
07/17/2009	14:03:39		
EXPIRATION DATE		INCOTERMS	
09/16/2009		FOB DESTINATION	

FORMAL QUOTE

REPRINT

ITEM	PRODUCT	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT AMOUNT (USD)	TOTAL AMOUNT (USD)
150	M1941A 989803105681	CBL SpO2 Extension Cable, 2m	3	PCE	103.00	309.00
		Agreement Discount			-20.00 %	-61.80
		Net price				247.20
		Agreement: MK102A				
160	890539	Clinical Config. & Impl. Services (CMS)	1	PCE	1,850.00	1,850.00
		A01 1 Standard Shift				
		Net price				1,850.00
170	H1028B 890500	Installation Site Services	1	PCE	4,260.00	4,260.00
		A09 Remote Hardware Services				
		Net price				4,260.00
		Total Quotation List P				110,688.35
		Less All Applicable Disco				-28,094.61
		Total Quotation Net P	rice			82,593.74

Philips Healthcare is pleased to inform you that financing of its products and services is available to qualified applicants. To obtain more information

contact Philips Medical Capital @ 866-513-4PMC.

Contract information for: BROADLANE

Prices quoted are subject to and reflect applicable discounts per the terms and conditions of the following contract:

Contract # MK102A

Expiration: 09/30/2011

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of Contract# MK102A. If no contract is called out in the previous sentence this quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Philips Terms and Conditions of Sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

All work is scheduled within normal working hours;



	QUOTE DATE 07/17/2009		QUOTE NUMBER 2300059649	PAGE 5 / 6	
	LAST UPDATED	TIME			
	07/17/2009	14:03:39			_
	EXPIRATION DATE		INCOTERMS		
Ì	09/16/2009		FOB DESTINATION		
- 1					

FORMAL QUOTE

REPRINT

ITEM PRODUCT

DESCRIPTION

UNIT OF QUANTITY **MEASURE** (USD)

UNIT AMOUNT TOTAL AMOUNT (USD)

Monday through Friday, 8 a.m. to 5 p.m. excluding Philips holidays.

All pricing is based on travel zones 1-3. For travel zones beyond 1-3. consult your Philips sales rep for alternate pricing. It is the customers responsibility to provide Philips with the access necessary to complete the quoted work in a continuous start to finish manner.

Excessive delays and multiple visits will result in additional charges. All prices are based upon 'adequate access' to work areas that are free from obstruction.

If it is determined, during the implementation that asbestos removal is required; Philips will suspend performance until the Customer remediates the asbestos.

Philips will work with the customers staff to reduce the downtime during the system transition.

Products are for USA end-use only. Taxes, if applicable, are not included unless noted but will be added to the invoice. The Purchase Order must reference the Quote Number and your Purchase Agreement. Please indicate your requested delivery date and your preference, if any, to accept and pay for partial shipments. If this quote includes Value-Added Services, they may be invoiced separately. Additional sold training must be completed within twelve months of delivery/installation. System cabling, if included, is specified at the standard grade unless noted otherwise.

This quote specifically excludes Licensing & Permit Fees, Prevailing Wage Compensation and Union Labor.



QUOTE DATE 07/17/2009		QUOTE NUMBER 2300059649	PAGE 6 / 6
LAST UPDATED	TIME		
07/17/2009	14:03:39		
EXPIRATION DATE		INCOTERMS	
09/16/2009		FOB DESTINATION	
EODMAL OU	TE		

FORMAL QUOTE

REPRINT

This quotation is issued pursuant to, and any PO for the items herein will be accepted subject to the Terms of any current Contract with the customer. If there is no contract in place, this quotation is issued pursuant to, and any PO for the items herein will be accepted subjected to Philips Terms and Conditions of sale posted at http://www.healthcare.philips.com/main/terms_conditions/ and the terms herein.

This quotation contains confidential and proprietary information of Philips Healthcare and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without prior written consent of Philips Healthcare

Quotation

Customer no. 91040018

Customer DOCTORS MEDICAL CTR 2000 VALE RD SAN PABLO CA 94806

Your request dated

06/12/2009 REV 2

Your contact person

ERIN RYAN

Tel.: 925-519-4779 Fax: 215-721-5811

Dear Customer,

Thank you for the opportunity to provide this quotation.

Quotation no.: Responsible: 136011283 ERIN RYAN

Telephone:

925-519-4779

Fax:

215-721-5811

Best regards

Draeger Medical, Inc.

ERIN RYAN

Draeger Medical, Inc. Our Tax ID: 23-1699096 Bill to: 3135 Quarry Road, Telford, PA 18969 An Equal Opportunity Employer M / F / V / H Telephone 800-437-2437 http://www.draeger.com

Dräger medical

A Dräger and Siemens Company

Quotation no. 136011283

Date of offer

06/12/2009

Please reference on inquiries

Bill to 91040018 DOCTORS MEDICAL CTR 2000 VALE RD SAN PABLO CA 94806

Ship to 91040018 DOCTORS MEDICAL CTR 2000 VALE RD SAN PABLO CA 94806

Incoterms

Delivery Duty Unpaid



Quotation

Customer no. 91040018

Page 2/5

Quotation no.

Date of offer

136011283

06/12/2009

Please reference on inquiries

Bill to

i age	2/3	,		91040010	
Line	Quant.	Part no.	Description	Unit price USD	Total price USD
		National a	account: BROADLANE ANES BASE	030	030
_		Date confi Order-No	on no. to customer: rmation to customer: from customer: r from customer:		
		FOB: SHI	PPING POINT/PREPAY AND ADD TO	\$	*
		PAYMENT	TERMS: NET 45 DAYS		
		EXPIRES: THIS QUO VALUE OF CREDIT W	NE CONTRACT #ED-129 DECEMBER 31, 2011 DTATION REFLECTS A TRADE-IN \$3,000.00 FOR EACH NM2B MACHINE. WILL BE ISSUED UPON RECEIPT OF UNIT AT DRAEGER MEDICAL.		
		Prepay 66° 17% due n	PAYMENT TERMS: % of the order (plus any additional taxes) et 90 days (plus any additional taxes) et 120 days (plus any additional taxes)		
=					
0010	3 EA	8606500	Apollo		
			Specif.national properties Target country USA NEMA 5-15R Hospital Grade		"
			*** Machine version ***		
	3 EA	OPC5280	Floor unit APOLLO SW options individually	50,778.00	152,334.00
	3 EA	OPC5075	With Ventilation Plus	2,085.72	6,257.16
	3EA	OPC5076	With SW Monitoring Plus Without SW Volume Autoflow	1,037.40	3,112.20
	3EA	MX00012	With CLIC-adapter	765.60	2,296.80

Dräger medical A Dräger and Siemens Company

Quotation

Customer no. 91040018

Quotation no.

Date of offer

136011283

06/12/2009

Please reference on inquiries

Bill to

Page	3 / 5			Bill to 91040018	
Line	Quant.	Part no.	Description	Unit price	Total price
				USD	USD
	18 EA	MX00004	Drägersorb CLIC 6x1,3L	17.00	306.00
	3EA	OPC5077	Non-consumptive gas module	3,144.96	9,434.88
	3EA	8605491	Plug-in system auto excl. 2x	1,708.39	5,125.17
		1	Gas supply without A cone		
			Writing surface, small		
			W*out writing plate protector		
			With 1 set 5 Spirolog sensors		
4			*** Secretion aspiration ***		
			Without aspiration		
			*** AGS ***		
	3 EA	OPC0001	With AGS	680.94	2,042.82
	00.	0.0001	No medical gas pipel.system	000.04	2,072.02
	3 EA	M33295	With transfer hose 1,0m	119.70	359.10
	v L ·	11100200	77111 trailister 11000 1,0111	113,79	000.10
			** Medical gas pipel.system **		
			With hoses for piped medic.gas		
			** Medical gas pipel.system **		
	3 EA	8603705	Press.red.O2 CGAV-1	0.01	0.03
	, – .		Press.reducer N2O f.s.cylind.		0.00
	3EA	8603714	Press. red. N2O CGAV-1	622.44	1,867.32
4			Press.reducer AIR f.s.cylind.	322	,,007.02
	3EA	8603514	Press. red. AIR CGAV-1	622.44	1,867.32
1			Without RS pump adapter		,,007.00
	3 EA	M34080	With articulated bracket	718.20	2,154.60
	3EA	OPC0045	With holder f.articul.bracket	106.08	318.24
			Without SpO2 option		
			Without hook f.pip.med.gas ho.		
5	3 EA	8605361	With halogen lamp 12V direct	320.42	961.26
	3EA	OPC0046	With halogen lamp holder	31.20	93.60
	3EA	4115837	Parking holder for GCX-rail	367.08	1,101.24
	3 EA	1860925	With power cord D-vaporizer	77.84	233.52
			*** Patientmonitoring ***		
			1 auchtmonitoring		
			Without Patientmonitoring		
			*** Hose PS-selection ***		
			With O2		
			With N2O		
			With AIR		
			With VAC		



Quotation

Customer no. 91040018

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06/12/2009

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Bill to

3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960 3EA 419959	Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN	Unit price USD 66.98 66.98 66.98 66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	DISS/CGAV-5 / Nipple+Nut CS system for Ohmeda plug Adapter O2 DISS - Ohmeda Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	DISS/CGAV-5 / Nipple+Nut CS system for Ohmeda plug Adapter O2 DISS - Ohmeda Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	CS system for Ohmeda plug Adapter O2 DISS - Ohmeda Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	Adapter O2 DISS - Ohmeda Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	Adapter N2O DISS - Ohmeda Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	Adapter AIR DISS - Ohmeda Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	Adapter VAC DISS - Ohmeda Adapter EVAC DISS - Ohmeda Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94 200.94
3EA 411907 3EA 418514 3EA 418514 3EA 419960 3EA 419960	Length of CS hoses 15ft O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98 66.98	200.94 200.94 200.94 200.94
3EA 418514 3EA 419960 3EA 419960	O2 CS hose 15ft DISSN / DISSN N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98	200.94 200.94 200.94
3EA 418514 3EA 419960 3EA 419960	N2O CS hose 15ft DISSN / DISSN AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98 66.98	200.94 200.94 200.94
3EA 419960 3EA 419960	AIR CS hose 15ft DISSN / DISSN VAC CS hose 15ft DISSN / DISSN EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98 66.98	200.94 200.94
3EA 419960	VAC CS hose 15ft DISSN / DISSN B EVAC CS hose DISSN/DISSN 15ft Your item no.: 10	66.98	200.94
1	B EVAC CS hose DISSN/DISSN 15ft Your item no.: 10		
3EA 419959	Your item no.: 10	66.98	200.94
	Value Apollo		
	value / ipolio		191,874.66
5EA 197957	Clinical Applicat SuppAnesthesia .8hsegm.		
3EA 194022		249.00	747.00
3EA 197950	Trade in Apollo	-3,000.00	-9,000.00
Net val	 ue excl. Sales Tax		183,621.66
+ Net S	ales Tax	.	16,915.91
1			200,537.57
	= 197950° Net valu + Net Si Final an	EA 1979501 Trade in Apollo Net value excl. Sales Tax + Net Sales Tax Final amount	EA 1979501 Trade in Apollo -3,000.00 Net value excl. Sales Tax + Net Sales Tax



A Dräger and Siemens Company

Quotation

Customer no. 91040018

Quotation no. 136011283

Date of offer 06/12/2009

Please reference on inquiries

Bill to

Page 5/5 91040018 Line Quant. Part no. Description Unit price Total price USD USD **Delivery time** Pos. 0010: 6 Week/s after rec. of order * 3 EA Pos. 0020: 6 Week/s after rec. of order * 5 EA Pos. 0030: 6 Week/s after rec. of order * 3 EA Pos. 0040: 6 Week/s after rec. of order * 3 EA * After receipt of order, ready for dispatch ex works, subject to prior sale. Please let us know if you prefer partial delivery. Payment terms: Special Terms Approved by Mgmt Offer valid until: 08/31/2009 Remit to: Draeger Medical, Inc. PO Box 8500 S1225 Philadelphia, PA 19178